

1993

Selva McGinty v. Selva McGinty : Brief of Appellant

Utah Court of Appeals

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930569

IN THE UTAH COURT OF APPEALS

SELVA MCGINTY,	:	
Plaintiff and Appellee,	:	
vs.	:	Case No. 930569-CA
SELVA MCGINTY,	:	District Court No. 91-145
Defendant/Appellant	:	Priority No. 15

BRIEF OF APPELLANT SELVA MCGINTY

APPEAL FROM THE DECREE OF DIVORCE OF THE
SEVENTH JUDICIAL DISTRICT COURT, GRAND COUNTY
THE HONORABLE LYLE R. ANDERSON

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FILED
Utah Court of Appeals

MAR 29 1994

Walter Hansen
Walter Hansen

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Addenda

- Addendum A - Findings of Fact and Conclusions of Law, dated August 11, 1993
- Addendum B - Decree of Divorce dated August 11, 1993
- Addendum C - Earnest Money Receipt and Offer to Purchase dated November 3, 1970, Plaintiff's Exhibit 1
- Addendum D - Escrow Agreement, dated December 4, 1970, Plaintiff's Exhibit 1
- Addendum E - Uniform Real Estate Contract, dated December 4, 1970, Plaintiff's Exhibit 2
- Addendum F - Warranty Deeds From Wilene Shumway and From Bob Shumway to Selva E. McGinty, dated December 4, 1970, Plaintiff's Exhibit 1
- Addendum G - Account Ledger, dated October 17 and November 1, 1970, Defendant's Exhibit 9
- Addendum H - Receipt of Escrow Payment, dated May 28, 1971, Plaintiff's Exhibit 1
- Addendum I - Miscellaneous Checks From Defendant, dated June 8, 1971 and March 24, 1972, Defendant's Exhibits 28 and 32
- Addendum J - Check For \$7,000 From Crocker National Bank, dated December 31, 1973, Defendant's Exhibit 10
- Addendum K - Disbursement of Funds From Sale of Miller Property, Plaintiff's Exhibit 3
- Addendum L - Miscellaneous Checks between December 13, 1973 and December 15, 1975, Defendant's Exhibit 12
- Addendum M - Grant Deed Dated June 11, 1976 with Lee Nash as Grantor, Defendant's Exhibit 17
- Addendum N - Deposit Slip For \$500, dated September 6, 1977, Defendant's Exhibit 24

- Addendum O - Check and Receipt for \$13,638.47, Paying off
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Summarizing Real Estate Contract Selling Ranch
to Dorr Hatch

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STATEMENT OF JURISDICTION

Plaintiff appeals the Decree of Divorce entered by the Seventh Judicial District, Grand County. This Court has jurisdiction to hear an appeal from the Decree of Divorce pursuant to Section 78-2a-3(2)(i), Utah Code Annotated.

STATEMENT OF ISSUES PRESENTED FOR REVIEW

Issue I. Should the trial court's finding that the ranch property was marital property be allowed when the evidence shows that the property was owned by the plaintiff prior to the marriage?

Issue II. Did the trial court improperly divide the ranch property by awarding each party 50% when the evidence showed that the Plaintiff contributed substantially more to paying off the property?

Standard of Review of Issues I and II

Division of property in a divorce action is reviewed for a clear abuse of discretion. Hogue v. Hogue, 831 P.2d 120 (Utah App. 1992) ("changes will be made in a trial court's property division determination in a divorce action only if there was a misunderstanding or misapplication of the law resulting in substantial and prejudicial error, the evidence clearly preponderated against the findings, or such a serious inequity has resulted as to manifest a clear abuse of discretion").

Determinative Statutory Provisions

There are no statutory or constitutional provisions that are determinative of the issues on appeal in this case.

RECORD ON APPEAL

References to the trial exhibits in this brief shall be made by referring to the addendum attached hereto that contains that exhibit. Reference shall be made as follows: "Add. ____". Additionally, appellant did not have a copy of the numbered trial transcript and therefore references to the trial transcript will be made as follows: "TT page ____".

STATEMENT OF THE CASE

Nature of the Case

This appeal is from the Findings of Fact and Conclusions of Law and Decree of Divorce entered in the Seventh Judicial District Court of Grand County. A trial was held in the matter on June 11, 1993 before the Honorable Lyle R. Anderson. The principal issue at trial was whether a ranch in Castle Valley purchased by the Plaintiff in 1970 was a marital asset or was the Plaintiff's separate property and how the court should award or divide said ranch property.

Proceedings and Disposition in Lower Court

Following the June 11, 1993 trial, Judge Anderson issued a Memorandum Decision on June 18, 1993. Findings of Fact and Conclusions of Law were entered on August 11, 1993. The court found that the ranch property was marital property and divided it equally between the Plaintiff and Defendant. A copy of the Findings of Fact and Conclusions of Law is attached hereto as Add. A. A copy of the Decree of Divorce is attached hereto as Add. B.

Statement of Facts

1. The parties first met in 1963 in Saudi Arabia. (TT page 147). The parties dated from the time they met until their marriage except for a period of time in 1974 and 1975 when the

Plaintiff had been terminated from the company that both parties were employed by and had returned to the states. (TT. 152-153).

2. On November 3, 1970, Plaintiff entered into an earnest money agreement to purchase property located near Moab Utah, hereinafter referred to as "the ranch". Defendant paid \$4,000 at this time. (See Add. C).

3. On December 4, 1970, Plaintiff paid an additional \$6,000 on the ranch and entered into an Escrow Agreement regarding the remaining payments to be made. The total purchase price of the ranch was \$80,000. (Add. D).

4. Also on December 4, 1970, the Plaintiff entered into a Uniform Real Estate Contract with Bob Shumway and Wilene Shumway regarding the ranch. (Add. E). Wilene Shumway and Bob Shumway deeded all of their interest in the ranch to Plaintiff on December 4, 1970. (Add. F).

5. On October 17, 1970, Defendant gave to Plaintiff \$4,000. On November 1, 1970, Defendant gave to Plaintiff \$3,000. On November 15, 1970, Defendant gave to Plaintiff \$1,200. (Add. G).

6. Pursuant to the Real Estate Contract, Plaintiff was to pay \$20,300.00 on or before June 1, 1971. (Add. E). On May 28, 1971, Plaintiff made a payment of \$20,300.00 as required by the Uniform Real Estate Contract. (Add. H).

7. The \$20,300.00 used to make the payment on the ranch

came from the Plaintiff's separate property. (TT. page 28).

8. On June 8, 1971 Defendant gave Plaintiff \$1,800.00 for a real estate transaction. On March 24, 1972, Defendant gave Plaintiff an additional \$1,500.25. (Add. I). It was not specified by the parties the specific real estate transaction for which these amounts were paid; however, it was the Defendant's understanding that these were to be used in connection with the purchase of property known as the "Jenks property" or the "twelve and a half acre south property". (TT. pages 187 through 188).

9. During the period of time from July of 1971 until the parties were married, the Plaintiff made the monthly payment on the ranch of \$440.34. (TT page 26).

10. Prior to the parties marriage, the Plaintiff sold 60 acres in Grand County, known as "Jackson Ranch", and received \$60,000. This was his separate property. In addition to receiving a down payment, the contract for the sale of the property was paid off at the rate of \$313.00 a month. (TT pages 34 and 49). The money from the Jackson Ranch was placed in certificates of deposits and in various accounts. The money was then used to pay living expenses and to make payments. (TT pages 34-35).

11. Between the years 1971 and 1975, the ranch property was leased for \$5,000.00 a year and the money was put into the ranch account. (TT page 43).

12. From 1971 to 1976, the Plaintiff paid taxes on the ranch. Defendant did not pay any of the taxes. (TT pages 43-44).

13. On December 31, 1973, Defendant withdrew \$7,000 from her separate funds to invest in a real estate transaction. (Add. J). This money was used in connection with the purchase of property known as the "Miller property" and when the property was sold the Defendant received back \$9,965.30. (Add. K).

14. Defendant helped to pay for the furnishing of the ranch property. At various times in 1973 and 1975 she made contributions totaling \$1,355.97. (Add. L).

15. Prior to the parties marriage, the Defendant deeded her interest in a parcel of improved property in California. (Add. M).

16. The parties were married on June 18, 1976, in Palo Alto, California. (TT page 16).

17. On September 6, 1977, Defendant transferred \$500 of her separate funds to the ranch account. (Add. N).

18. From the date of the parties marriage, until 1986, the ranch payment was made from the ranch account. (TT pages 42-43, 45-46).

19. From the time the parties were married in 1976 until the ranch was paid for in 1983, money was transferred at various times from personal and joint accounts to the ranch account. (TT

page 95). In 1982, Defendant transferred \$4,280.00 from a Saudi Arabian social plan into the ranch account. (TT page 194).

20. The final payment on the ranch property was made on September 23, 1983 in the amount of \$13,637.47 and was paid by Lee McGinty out of her separate funds which were taken from a certificate of deposit and placed in the parties' joint accounts prior to being transferred to the First Western National Bank. (Add. O).

21. Of the \$13,638.47 used to pay off the ranch property, \$9,111.00 was paid back to Defendant by Plaintiff. (TT page 46-47).

22. \$31,000.00 from the sale of the "Jenks Property" was paid into the ranch account; however, this occurred in 1988, five years after the property had been paid in full. (TT pages 237-238).

23. On November 19, 1992, Plaintiff entered into a contract for the sale of the ranch property. The purchase price was \$425,000.00. (Add. P).

24. The majority of the escalation of the value of the ranch property occurred in the two years prior to the trial and was the result of an economical depreciation not a result of improvements in the ranch. (TT pages 132 to 133).

SUMMARY OF ARGUMENT

The Decree of Divorce entered in this matter should be

remanded to the trial court based on the fact that the ranch property was the Plaintiff's separate property and no portion of it should have been awarded to the Defendant. This is based on the fact that the Plaintiff purchased the property in his sole name five years prior to marriage. Although the property was ultimately paid off during the parties marriage, that portion attributable to the Defendant as his separate property is traceable based on the parties' contributions and the Plaintiff should be awarded that portion of his separate property, with the remaining portion to be divided between the parties.

ARGUMENT

POINT I

THE RANCH PROPERTY WAS THE PLAINTIFF'S SEPARATE PROPERTY AND, AS SUCH, SHOULD BE AWARDED TO HIM.

This Court, in Hall v. Hall, 219 Utah Adv. Report 29 (Utah App. 1993), in citing Burt v. Burt, 799 P.2d 1166 (Utah App. 1990), said that a trial court should "first properly categorize the parties' property as part of the marital estate or as the separate property of one or the other. Each party is presumed to be entitled to all of his or her separate property and 50% of the marital property". Hall, at 29. Premarital property is viewed as separate property and equity usually requires that each party retain the separate property he or she brought into the marriage. Walters v. Walters, 812 P.2d 64 (Utah

App. 1991). The first thing that needs to be determined then is whether the ranch property is separate or marital.

The evidence shows that at the time that the Plaintiff entered into the agreement to purchase the ranch property, the plaintiff and defendant were not married, nor were they engaged. In fact, during the period of time from the purchase of the property until the parties' marriage, there was a period of over a year in which they did not see each other. (TT page 152). Plaintiff, in his sole name, entered into an earnest money agreement on November 3, 1970 and paid \$4,000.00. (Add. C). Later that same year, on December 4, Plaintiff entered into an Escrow Agreement and Uniform Real Estate Contract for the purchase of the ranch and paid an additional \$6,000.00. (Adds. D and E). The Warranty Deeds from Wilene Shumway and Bob Shumway deeded the property to the Plaintiff in his sole name. (Add. F).

Although the Defendant did send money to Plaintiff for real estate transactions, it is not clear what transactions those monies were received for. An account ledger shows that approximately \$8,200 was received in October and November of 1970. (Add. G). An additional \$1,800.00 was paid on June 8, 1971, and \$1,500.25 on March 24, 1972. (Add. I). However, there was no evidence presented at trial to show what particular transactions these amounts were paid for. (TT page 187). In fact, these last two sums were thought to have been used to

purchase the Jenks property which was later sold in 1988. (TT pages 187-188). In May of 1971, Plaintiff liquidated over \$20,000.00 in stocks that he held in his separate name and paid the \$20,300.00 payment that was required under the Uniform Real Estate Contract. (Add. H).

In all, \$30,000.00 of the \$80,000.00 purchase price was paid by Plaintiff in lump sum payments prior to marriage. The remaining \$37,000.00 was paid over a 12 year period with a lump sum of \$13,632.47 paid in 1983. Five years of those payments were made prior to the marriage. Only the monthly payments made during the first eight years of marriage were made out of a joint account. This was roughly 66.6% of the monthly payments made on the \$37,000.00 not accounted for by lump sum payments. This would be approximately \$24,666.66 paid jointly by the Plaintiff and Defendant out of the ranch account. Of the monthly payment of \$440.34, which was paid by the ranch account, \$313.00 a month came from the sale of the Jackson ranch which was the Plaintiff's separate property. (TT pages 34 and 49).

Based on the above, the ranch property, or at least a portion thereof, should be considered to be the Plaintiff's separate property. As such, that portion determined to be separate property should be awarded solely to the Plaintiff and the remaining percent, if any, that is determined to be marital property, should be divided equally between the parties.

POINT II

IF A PORTION OF THE PROPERTY IS DETERMINED TO BE MARITAL PROPERTY, THE PROPERTY SHOULD BE DIVIDED BASED ON EACH PARTIES' PRO RATA CONTRIBUTION

As set forth above, the Plaintiff paid \$30,000.00 of the \$80,000.00 of the purchase price in lump sum payments prior to the marriage. There remains \$50,000.00 that was paid subsequent to the \$20,000.00 paid on May 28, 1971. In September, 1983, the remaining balance on the ranch property was paid from the separate funds of the Defendant in the amount of \$13,637.47. (Add. 0). Plaintiff testified that he repaid Defendant \$9,111.00 of that amount. The Defendant never denied repayment of the sum. Therefore, one half of the amount paid jointly by the Plaintiff and Defendant during the 8 years in which they made monthly payments, or roughly half of \$24,666.66, which is \$12,340.00 is attributable to the Defendant's portion of their joint funds. That is giving the Defendant full credit for one half of all the payments made during the 8 years. However, the evidence shows that \$313.00 of those payments came from the Plaintiff's separate property as a result of the sale of the Jackson Ranch property. If this figure is combined with the amount paid in a lump sum from the Defendant's separate property in September of 1983, in the amount of \$4,526.47 (the \$13,638.47 amount paid less the \$9,111.00 repaid by the Plaintiff), then the total contribution

from Plaintiff would be approximately \$16,087.47.

The evidence at trial showed that the appreciation on the property from \$80,000.00 to \$425,000.00 was principally an economic appreciation over the two years prior to the trial. The increased value was not the result of labor on the part of the Defendant.

The \$16,866.00 figure set forth above, represents approximately 21% of the purchase price. Therefore, using the pro rata share contribution, Defendant would only be entitled to \$89,250.00 from the sale of the ranch property. The Plaintiff would be entitled to the remaining portion.

The court does have equitable power to look beyond the separate nature of property in making an award of property. However, the Plaintiff purchased the ranch property prior to marriage as has been set forth above. One week prior to the marriage, the Defendant, who owned property in California, deeded that property away without any compensation. (Add. M). Defendant, by deeding the property away, effectively ended any claim that the Plaintiff would have on the property. However, the Defendant is asking the court to look beyond the fact that Plaintiff's name alone is listed on the deed for the ranch property and award a portion of that property to her when the Defendant has deeded a portion of her property away just prior to marriage to avoid any of the Plaintiff's rights attaching to

it. Defendant should not be rewarded for this inequitable conduct by receiving half of the proceeds of the sale of the ranch property.

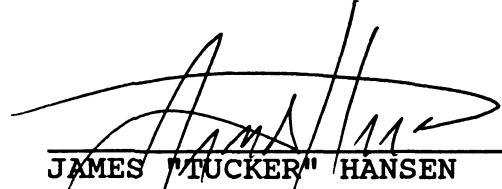
Defendant did make additional contributions; however, it appears that the Plaintiff has been paid for these contributions. For example, the Defendant paid \$7,000.00 to invest in real estate in the "Miller property". (Add. J). However, Defendant was fully paid for her investment in that property. (Add. K).

Additionally, Defendant did make contributions into the household furnishings that were sold as a part of the agreement. Defendant should be entitled to a share of the real estate contract attributable to the household furnishings as set forth in the real estate contract between the Plaintiff and Dorr Hatch dated November 19, 1992.

CONCLUSION

Based on the foregoing, Plaintiff requests that this court find that the ranch was the Plaintiff's separate property and that it should be awarded him free and clear of Defendant's interest. In the alternative, Plaintiff requests that the court make a determination in light of the pro rata contributions of the parties and adjust the division so that Plaintiff receives approximately 79% of the proceeds from the sale of the ranch and that Defendant receive 21%.

Respectfully submitted this 29th day of March, 1994.



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HARDING & ASSOCIATES, P.C.
Attorney for Appellant
Selva McGinty

CERTIFICATE OF SERVICE

I hereby certify that I served this BRIEF OF APPELLANTS SELVA MCGINTY, mailing two copies by first class mail, postage prepaid on the 29th day of March, 1994 to:

Jonae Pappas White
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475 East Main Street
Price, Utah 84501



JAMES "TUCKER" HANSEN

ADDENDUM A

**FINDINGS OF FACT AND CONCLUSIONS OF LAW,
dated August 11, 1993**

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SEVENTH DISTRICT COURT
Grand County

FILED AUG 11 1993

CLERK OF THE COURT

BY _____ Deputy

IN THE SEVENTH JUDICIAL DISTRICT COURT
IN AND FOR GRAND COUNTY, STATE OF UTAH

SELVA EUGIN MCGINTY,

Plaintiff,

VS.

LEE MCGINTY

Defendant.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Civil No. 91-145

The above-entitled matter came on regularly for trial before the Court on the 11th day of June, 1993, the Honorable LYLE ANDERSON, District Court Judge, presiding. Plaintiff was personally present and represented by his counsel, DAVID S. DOLOWITZ. Defendant was personally present and represented by her counsel, JOANE PAPPAS WHITE. The Court received sworn testimony and exhibits and, having taken the matter under advisement and having entered a Memorandum Decision herein, the Court now finds as follows:

FINDINGS OF FACT

1. The parties hereto are residents of Grand County, State of Utah, and had been for more than three (3) months immediately prior to the filing of this action.

2. The parties were married on June 18, 1976 at Palo Alto, California, and have been husband and wife since that time.

3. The Plaintiff (hereinafter referred to as "Cotton") and the Defendant (hereinafter referred to as "Lee") met in 1963 in Saudi Arabia, at a time when both were employed by the Arabian American Oil Company ("ARAMCO"). A romance blossomed almost immediately, but marriage was not possible because of the nepotism policies of ARAMCO and because Lee, a devout Catholic, could not marry Cotton unless the church granted a dispensation pertaining to Cotton's earlier divorce. In 1975, the dispensation was received and by June of 1976, Cotton and Lee had both retired, or were in the process of retiring, from ARAMCO and were finally married.

4. There have been no children born as the issue of this marriage and none are expected.

5. The Court finds that irreconcilable differences have occurred between the parties which makes it impossible for them to reconcile their differences and, therefore, the Court finds that each of the parties is entitled to a Decree of Divorce from the other.

6. The Court finds that the principle^{q1 724} issue before the Court is whether a ranch in Castle Valley, Utah (the "Ranch"), purchased by Cotton in 1970 is a marital asset.

7. The Court finds that the parties began looking for a retirement home and retirement investments during the late 1960's. Lee presented substantial evidence of her contributions to the purchase of the Ranch with the understanding and belief that the Ranch would be her retirement home. Although Cotton claims that she only loaned him the money, which he claims he subsequently

repaid, he presented little or no supporting documents for his claim.

8. The Court finds that the monthly payments for the Ranch between 1976 and 1983, when the Ranch was paid off, came out of the Ranch account, an account frequently supplemented by deposits from the joint accounts of the parties. The Court further finds that the remaining debt on the Ranch of approximately FOURTEEN THOUSAND (\$14,000.00) DOLLARS was paid off in 1983 with Lee's separate funds.

9. The Court finds that Lee contributed to the acquisition and the maintenance of the Ranch both before and during the marriage and that she did so utilizing her own money as well as her efforts. The parties lived on the Ranch during all of their married life and made substantial improvements to it. The Ranch, purchased for EIGHTY THOUSAND (\$80,000.00) DOLLARS in 1970, is now estimated to be worth FOUR HUNDRED TWENTY-FIVE THOUSAND (\$425,000.00) DOLLARS. Though most of the appreciation is due to recent market increases, marital improvements have also doubled hay production from the Ranch.

10. In previous efforts to sell the Ranch, Cotton acted as if Lee were a joint owner of the Ranch. Lee has signed and participated in Listing Agreements and Deeds for the sale of portions of the property. Lee has demonstrated that she provided the funds for half of the lump sum payments and the Court finds that the installment payments ultimately came from joint funds. The Court finds that even though the title to the Ranch was held in

Cotton's name alone, the Ranch was a joint venture and a marital asset and that Lee has made substantial contributions, both before and during the marriage, by way of the maintenance, preservation and protection of the Ranch in addition to substantial contributions of her sole and separate funds.

11. At the time of separation, the parties agree that there was SIXTEEN THOUSAND (\$16,000.00) DOLLARS in a joint marital account and that Lee had a FOURTEEN THOUSAND (\$14,000.00) DOLLAR Certificate of Deposit. The FOURTEEN THOUSAND (\$14,000.00) DOLLAR Certificate of Deposit in Lee's name is the remainder of Lee's pre-marital savings. The Court finds that Cotton took control of the SIXTEEN THOUSAND (\$16,000.00) DOLLAR joint family savings account and that he has consumed it, apparently in violation of the Court's order. Although Cotton claims to have expended the monies on the day-to-day operation of the Ranch, a use authorized by the Court, the Court finds that he paid his attorneys over SEVEN THOUSAND (\$7,000.00) DOLLARS during the same time and had no apparent source of that payment other than the SIXTEEN THOUSAND (\$16,000.00) DOLLAR account.

12. From the evidence, the Court finds that Cotton intentionally violated the Court's Restraining Order with respect to the disposition of marital assets and finds him in contempt of Court.

13. The Court finds that Lee testified that household goods, in addition to those conveyed to the buyer, were disposed of by Cotton and that her valuation on those household goods, which

were marital assets, was the total sum of EIGHT THOUSAND (\$8,000.00) DOLLARS. She claims that she was entitled to an award of FOUR THOUSAND (\$4,000.00) DOLLARS for her portion of those marital goods. Cotton testified that all of the household goods were included in the sale, whether or not listed specifically in the sales documents, and, therefore, the Court finds that the parties have received fair value for same as part of the sale of the ranch. The Court will accept Cotton's testimony on this point and will find that the equal division of the proceeds from the sale of the ranch would also cover the household goods.

14. The Court finds that each of the parties should be awarded an undivided one-half interest in the Ranch and the improvements and appurtenances thereto appertaining and/or an undivided one-half interest in the Contract of Sale and Trust Deeds or mortgages thereon.

15. The Court finds that Cotton entered into a Contract of Sale and that both parties agree that said Contract of Sale for the Ranch should be honored. The Court further finds that the purchaser of the property is currently in default of his obligations. In the event that the contract purchaser has not brought his obligations under the contract current by August 1, 1993, then the Court finds that actions should be taken to recover the Ranch from the defaulting purchaser. In that event, the Court finds that Lee is the more appropriate party to exercise the power to control the enforcement of the contract and that she should be authorized to take all steps necessary to enforce the contract or

recover the property and further that she be empowered to enter into negotiations for the resale of the Ranch, should that be necessary. The Court has seen both parties on the stand and finds that it has more confidence in the ability of Lee to handle the sale in a business-like manner. If Cotton fails to agree to another sale of the Ranch or to enforcement of the Contract of Sale, the Court finds that Lee should be authorized to seek approval for enforcement or a sale directly from the Court.

16. The Court finds that Lee's one-half interest in the California home was transferred by Lee to her brother and sister before her marriage to Cotton and, therefore, is not subject to the jurisdiction of this Court and is not a marital asset.

17. The Court finds that Lee should be awarded her Certificate of Deposit which the Court finds to be her sole and separate property.

18. The Court finds that Cotton should be awarded the SIXTEEN THOUSAND (\$16,000.00) DOLLAR joint family savings account, or its residue, even though it is marital property, in order to foster an equitable distribution of all of the assets of the parties.

19. The Court finds that Lee should be awarded the Lincoln automobile which she is now driving and all of the other personal property in her possession. Cotton should be awarded those items of personal property in his possession at this time.

20. For his contempt of Court, the Court finds that Cotton should be required to pay a civil fine in the of TWO HUNDRED

(\$200.00) DOLLARS and that he should further be required to pay to Lee the sum of ONE THOUSAND (\$1,000.00) DOLLARS for the expenses she has incurred in seeking to address his non-compliance with the Court order pursuant to Section 78-32-11, Utah Code Annotated.

21. The Court finds that there is a sum in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS currently being held in an escrow account in the names of the attorneys of record herein on behalf of their respective parties. The funds in said escrow represent funds received from the sale of the Ranch. Additionally, the parties have deposited the 1991 tax refund in the sum of EIGHT HUNDRED FIFTY-FIVE (\$855.00) DOLLARS and have additional earned interest on the account. The Court finds that the escrow account should be equally divided between Lee and Cotton but that the civil fine and the amounts owed to Lee from Cotton should be deducted from Cotton's share before distribution to him of his share of the escrow account.

22. The Court finds that each of the parties hereto has a pension from ARAMCO and social security benefits and that each of the parties has received an equal share of the assets awarded herein and, therefore, each party is self-supporting. Neither party is awarded alimony.

23. Based upon the distribution of assets herein, the Court finds that each of the parties is able to meet his or her respective Court costs and attorney's fees and neither party is awarded same herein.

24. The Defendant desires to have her prior name of Lee Nash restored to her and it is appropriate for the Court to do so.

Based on the foregoing Findings of Fact, the Court concludes as follows:

CONCLUSIONS OF LAW

1. The Plaintiff is granted a divorce from the Defendant and the Defendant is granted a divorce from the Plaintiff on the grounds of irreconcilable differences.

2. No alimony is awarded herein to either party.

3. The parties hereto have accumulated certain real and personal property during this marriage and in the years leading up to same and said property is awarded as follows:

A. Each of the parties hereto is awarded an undivided one-half interest, as tenants-in-common, in the McGinty Ranch located in Castle Valley, Grand County, State of Utah and all of the appurtenances thereto appertaining and/or in the Contract of Sale and security instruments concerning said Ranch and all of the proceeds which result therefrom. In the event that the purchaser of the Ranch brings the contract current no later than August 1, 1993 and keeps same in good standing, then the parties hereto are each awarded one-half of all of the benefits from said contract. In the event that the purchaser under the contract fails to bring his obligations current by August 1, 1993 or subsequently defaults in the terms of the agreement, then Defendant Lee McGinty is authorized to assume control and take all steps necessary to reclaim the Ranch and/or enforce the sale contract on behalf of the

parties hereto. She is further empowered to enter into negotiations for the resale of the Ranch if that should be necessary. In the event that the Plaintiff fails to agree to the terms of a future sale, Defendant may seek approval of the Court to confirm a resale or enforce the Contract of Sale.

B. The Plaintiff is awarded the SIXTEEN THOUSAND (\$16,000.00) DOLLAR joint family savings account, or the residue thereof.

C. The Defendant is awarded her time Certificate of Deposit in the sum of approximately FOURTEEN THOUSAND (\$14,000.00) DOLLARS.

D. The Defendant is awarded the Lincoln automobile in her possession and the Plaintiff is awarded the vehicles which were left in his possession at the time of separation but which he has apparently sold. Each party is awarded those items of personal property in his or her possession as of the date hereof.

E. Each of the parties is awarded one-half of the escrow account which holds the proceeds from the down payment for the Ranch and the 1991 tax refund provided, however, that the Plaintiff's share shall be reduced as follows:

(1) TWO HUNDRED (\$200.00) DOLLARS to be paid to the Court for and as Plaintiff's civil fine for contempt; and

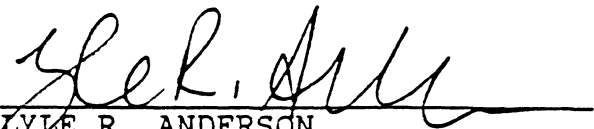
(2) The sum of ONE THOUSAND (\$1,000.00) DOLLARS to be paid to the Defendant for and as reimbursement for her costs incurred in readdressing Plaintiff's contempt; and

4. Neither party is awarded Court costs or attorney's fees herein.

5. The Court concludes from the findings that the Plaintiff has committed a civil contempt of Court and fines the Plaintiff the sum of TWO HUNDRED (\$200.00) DOLLARS by way of civil contempt fee to be paid from Plaintiff's share of the escrow proceeds awarded herein.

6. The Defendant's prior name of Lee Nash is hereby restored to her.

DATED this 11th day of August, 1993.

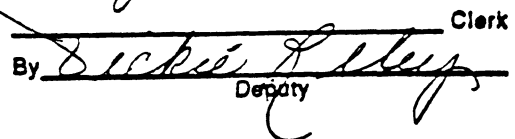

LYLE R. ANDERSON
District Court Judge

CERTIFICATE

STATE OF UTAH
COUNTY OF GRAND } ss

I, the undersigned Clerk of the Seventh Judicial Court in and for Grand County, State of Utah, do hereby certify that the annexed and foregoing is a true, full and correct copy of an original document on file in my office as such Clerk.

WITNESS my hand the seal of said Court this 12th
day of August 19. 93

By  Clerk
Deputy

ADDENDUM B

**DECREE OF DIVORCE
dated August 11, 1993**

UNFILED

JOANE PAPPAS WHITE #3445
Attorney for Defendant
Fifth Street Plaza, Suite 1
475 East Main Street
Price, Utah 84501
Telephone: (801) 637-0177

SEVENTH DISTRICT COURT
Grand County

FILED AUG 11 1993

CLERK OF THE COURT
BY 3:20 P.M. JB
Deputy

IN THE SEVENTH JUDICIAL DISTRICT COURT
IN AND FOR GRAND COUNTY, STATE OF UTAH

SELVA EUGIN MCGINTY,
Plaintiff,

vs.

LEE MCGINTY

Defendant.

DECREE OF DIVORCE

Civil No. 91-145

The above-entitled matter came on regularly for trial before the Court on the 11th day of June, 1993, the Honorable LYLE ANDERSON, District Court Judge, presiding. Plaintiff was personally present and represented by his counsel, DAVID S. DOLOWITZ. Defendant was personally present and represented by her counsel, JOANE PAPPAS WHITE. The Court received sworn testimony and exhibits. and, having taken the matter under advisement and having entered a Memorandum Decision herein and having entered the foregoing Findings of Fact and Conclusions of Law now, therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Plaintiff is granted a divorce from the Defendant and the Defendant is granted a divorce from the Plaintiff on the grounds of irreconcilable differences.

2. No alimony is awarded herein to either party.

3. The parties hereto have accumulated certain real and personal property during this marriage and in the years leading up to same and said property is awarded as follows:

A. Each of the parties hereto is awarded an undivided one-half interest, as tenants-in-common, in the McGinty Ranch located in Castle Valley, Grand County, State of Utah and all of the appurtenances thereto appertaining and/or in the Contract of Sale and security instruments concerning said Ranch and all of the proceeds which result therefrom. In the event that the purchaser of the Ranch brings the contract current no later than August 1, 1993 and keeps same in good standing, then the parties hereto are each awarded one-half of all of the benefits from said contract. In the event that the purchaser under the contract fails to bring his obligations current by August 1, 1993 or subsequently defaults in the terms of the agreement, then Defendant Lee McGinty is authorized to assume control and take all steps necessary to reclaim the Ranch and/or enforce the sale contract on behalf of the parties hereto. She is further empowered to enter into negotiations for the resale of the Ranch if that should be necessary. In the event that the Plaintiff fails to agree to the terms of a future sale, Defendant may seek approval of the Court to confirm a resale or enforce the Contract of Sale.

B. The Plaintiff is awarded the SIXTEEN THOUSAND (\$16,000.00) DOLLAR joint family savings account, or the residue thereof.

C. The Defendant is awarded her time Certificate of Deposit in the sum of approximately FOURTEEN THOUSAND (\$14,000.00) DOLLARS.

D. The Defendant is awarded the Lincoln automobile in her possession and the Plaintiff is awarded the vehicles which were left in his possession at the time of separation but which he has apparently sold. Each party is awarded those items of personal property in his or her possession as of the date hereof.

E. Each of the parties is awarded one-half of the escrow account which holds the proceeds from the down payment for the Ranch and the 1991 tax refund provided, however, that the Plaintiff's share shall be reduced as follows:

(1) TWO HUNDRED (\$200.00) DOLLARS to be paid to the Court for and as Plaintiff's civil fine for contempt; and

(2) The sum of ONE THOUSAND (\$1,000.00) DOLLARS to be paid to the Defendant for and as reimbursement for her costs incurred in readdressing Plaintiff's contempt; and

4. Neither party is awarded Court costs or attorney's fees herein.

5. The Court concludes from the findings that the Plaintiff has committed a civil contempt of Court and fines the Plaintiff the sum of TWO HUNDRED (\$200.00) DOLLARS by way of civil contempt fee to be paid from Plaintiff's share of the escrow proceeds awarded herein.

6. The Defendant's prior name of Lee Nash is hereby restored to her.

DATED this 14th day of August, 1993.

Lyle R. Anderson
LYLE R. ANDERSON
District Court Judge

CERTIFICATE

STATE OF UTAH } ss
COUNTY OF GRAND }

I, the undersigned Clerk of the Seventh Judicial Court in and for Grand County, State of Utah, do hereby certify that the annexed and foregoing is a true, full and correct copy of an original document on file in my office as such Clerk.

WITNESS my hand and the seal of said Court this 14th
day of August, 1993

Sherrie Riley Clerk
By Sherrie Riley Deputy

ADDENDUM C

**EARNEST MONEY RECEIPT AND OFFER TO PURCHASE
dated November 3, 1970
Plaintiff's Exhibit 1**

EARNEST MONEY RECEIPT AND OFFER TO PURCHASE

to: Moab Realty

Name of Broker Company

Moab, Utah, Nov. 3, 1970

IN CONSIDERATION OF your agreement to use your efforts to present this offer to the Seller, I/we Bob D. & Wilene K. Shumway hereby deposit with you as earnest money the sum of (\$ 4,000.00 Four Thousand ----- DOLLARS to secure and apply on the purchase of the property situated at: See below

Moab City Grand County, State of Utah
including any of the following items if at present attached to the premises: Plumbing and heating fixtures and equipment including stoker and oil tanks, water heaters and burners, electric light fixtures (excluding bulbs), bathroom fixtures, roller shades, curtain rods and fixtures, venetian blinds, window and door screens, linoleum, all shrubs and trees, and any other fixtures except Deep freeze, Kitchen chairs, old bed, Refrigerator in old house
The following personal property shall also be included as part of the property purchased: Ford tractor, Disc, large irrigation pump, all haying equipment, all sprinkler pipe, all furniture in houses.

The total purchase price of (\$ 80,000.00 Eighty Thousand ----- DOLLARS shall be payable as follows: \$ 4,000.00 which represents the aforesaid deposit, receipt of which is hereby acknowledged by you: \$ none when seller approves sale; \$ 6,000.00 on delivery of deed or final contract of sale which shall be on or before December 6, 1970 and \$ 20,300.00 by 6/1/71 \$440.34 each month commencing 7/1/71 until the balance of \$ 49,700.00 with interest is paid; provided, however, that buyer at his option, at any time, may pay amounts in excess of the monthly payments upon the unpaid balance. Interest at 6 3/4 % per annum on the unpaid portions of the purchase price to be included in the prescribed payments and shall begin as of date of possession which shall be on or before December 6 1970.

Description: 25-23-7-6,7 Bob & Wilene Shumway, Moab, Utah NE 1/4 NE 1/4 Sec 7, T25S, R23E, Also beg at NE cor NW 1/4 NE 1/4 Sec 7, T25S, R23E, th W 938', th S33°33'E 387', th S26°23'W 140', th N74°57'W 175', th S12°09'E 80', th S50°10'E 219', th S81°20'E 188', th S36°30'E 276', th S6°15'E 437', th S62°00'E 34', th E to SE cor NW 1/4 NE 1/4, th N to pt of beg. Also, 25-23-6-4 Wilene K. Shumway, Moab, Utah Beg. at NW cor SW 1/4 SE 1/4 Sec 6, T25S, R23E, & th S2°32'E 1010', th S44°35'E 55', th E 412.5', th S 280.5', th E 841.5' to SE cor SW 1/4 SE 1/4 Sec 6, th N to NE cor SW 1/4 SE 1/4, th W to pt of beg. 36.5 Ac mol

All risk of loss and destruction of property, and expenses of insurance shall be borne by the seller until date of possession at which time property taxes, rents, insurance, interest and other expenses of property shall be prorated as of date of possession. All other taxes and all assessments, mortgages, chattel liens and other liens, encumbrances or charges against the property of any nature shall be paid by the seller except:

The following special improvements are included in this sale: Sewer ☐ Connected ☐ Sidewalk ☐ Curb and Gutter ☐ Special Street Paving ☐ Special Street Lighting ☐ Culinary Water (City ☐ Other Community System ☐ Private ☐), (Legend: Yes (X), NO (O).)

This payment is received and offer is made subject to the written acceptance of the seller endorsed hereon within _____ days from date hereof, and unless so approved the return of the money herein receipted shall cancel this offer without _____ to the undersigned agent.

In the event the purchaser fails to pay the balance of said purchase price or complete said purchase as herein provided, the amounts paid hereon shall, at the option of the seller, be retained as liquidated and agreed damages.

It is understood and agreed that the terms written in this receipt constitute the entire Preliminary Contract between the purchaser and seller, and that no verbal statement made by anyone relative to this transaction shall be construed to be a part of this transaction unless incorporated in writing herein. It is further agreed that execution of the final contract shall abrogate this Earnest Money Receipt and Offer to Purchase.

Moab Realty Agent By J. E. Kelly
Broker Company

We do hereby agree to carry out and fulfill the terms and conditions specified above, and the seller agrees to furnish good and marketable title with abstract to date or at Seller's option a policy of title insurance in the name of the purchaser and to make final conveyance by warranty deed or title insurance; in the event of sale of other than real property, seller will provide evidence of title or right to sell or lease. If either party fails so to do, he agrees to pay all expenses of enforcing this agreement, or of any right arising out of the breach thereof, including a reasonable attorney's fee.

The seller agrees in consideration of the efforts of the agents in procuring a purchaser, to pay said agent a commission of _____ % of the sale price. In the event seller has entered into a listing contract with any other agent and said contract is presently effective, this paragraph will be of no force or effect.

Nov 3 70 Bob D. Shumway Wilene K. Shumway
Date Seller
Selva F. McGinty
(By) Paul Stone Attorney in fact
Purchaser

(State law requires brokers to furnish copies of this contract bearing _____ to buyer and seller. Dependent upon the method used, one of the following forms must be completed.)

I acknowledge receipt of a final copy of the _____ agreement _____
Bob D. Shumway 11-3-70
Seller Date
Selva F. McGinty
Paul Stone Attorney in fact
Purchaser
I personally caused a final copy of the for _____ agreement I _____ to be made to the ☐ Seller, ☐ Purchaser on _____ and hereto.

Moab Realty
Broker
By J. E. Kelly

Utah Capital Pool Shop

APPROVED FORM—UTAH STATE SECURITIES COMMISSION

BROKER'S COPY

ADDENDUM D

**ESCROW AGREEMENT
dated December 4, 1970
Plaintiff's Exhibit 1**

ESCROW AGREEMENT

To **Moab National Bank**

South Main Street

Moab, Utah 84532

(Address)

The undersigned, **Bob Shumway and Wilene Shumway, husband and wife**

hereinafter called "Grantor," and **Selva E. McGinty**

hereinafter called "Grantee," herewith deliver to you in escrow the documents and property hereinafter described to be held and disposed of by you in accordance with the instructions and upon the terms hereinafter set forth, and not otherwise, to all of which the undersigned hereby agree. Said documents and property are described as follows: **1. Warranty Deed from Wilene Shumway to Selva E. McGinty dated December 4, 1970**

2. Warranty Deed from Bob Shumway and Wilene Shumway to Selva E. McGinty dated December 4, 1970

3. Uniform Real Estate Contract entered into by and between Grantors herein as Seller and Grantee herein as Buyer dated December 4, 1970

4. Bill of Sale from Grantors herein to Grantee dated December 4, 1970

5. Assignment of Application No. 39484 05-744 and 38151 05-666 from Grantors herein to Grantee, together with Power of Attorney.

6. Title Insurance Policy

You are hereby authorized and directed to deliver the above described documents and property to Grantee upon payment to you, at the address above specified, for the Grantor of the total sum of \$ **80,000.00** consisting of \$ **10,000.00** principal and interest on the unpaid balance thereof at **6 3/4** per cent per annum from **June 1, 1971** to be paid as follows:

(Specify date and amount of each payment of principal and dates of interest payments.)
\$10,000.00 down the rec
\$70,000.00 balance as to
\$20,300.00 on or before J
\$440.34 on or before July
every month thereafter until

Said monthly payments to be applied to the reduction of the principal

After the payment of the property, not including tax, free, clear and discharge and for Grantors. This provision of real property and is only

no personal liability of Grantee herein, on the part of, after rights on the title and furnishings.

Provided, however, that you are authorized to receive any or all such payments for any part thereof at any time after the above dates specified therefor (hereinafter referred to as the due dates) and prior to delivery of said documents and property to Grantor as hereinafter provided, with like effect as if paid on or before said due date.

If, however, at any time prior to full payment of all principal and interest above specified, Grantor delivers to you at the office above specified, written demand for the delivery of such documents and property to him, specifying in detail as grounds therefor, either:

(a) That all or any part of any payment of principal or interest above specified remains unpaid and that the due date therefor has passed; or

(b) That Grantee has failed to perform any specified term or condition, other than payment of principal and interest, encumbent on him to be performed, under the contract.

By and between Grantor herein as party and herewith for purposes of identification, deliver to Grantee personally, or at

at such other address as he may direct, a copy of such demand, if it appears on record and for which the due date has arrived at

of time Grantee also provide satisfaction thereof at the time said demand was made, or if they did that and you shall continue to hold said documents and property above specified at the times and on the same conditions and otherwise all said documents and property then held may at your option at any time without liability decline to receive further payments hereunder until by you have been settled acceptably to yourself, determined by judicial action.

It is further agreed that this instrument contains the entire agreement between the parties, and that you are not a party to nor bound by the contract provision thereof, nor by any instrument or agreement other than themselves, or otherwise; that you shall not be required to take any action or to give any notice or demand, nor required to take any action, and you shall not be liable for any loss or damage not caused by your own negligence or fault.

The undersigned agree to pay you as compensation for your services hereunder an annual fee of \$1200, payable annually in advance, each and every fraction thereof after the first year that any money, document or property shall be held by you on account of this instrument, or any other address subsequently furnished by the above named party entitled to receive funds collected on this escrow.

All funds collected on this escrow are to be distributed as follows:

First: To the payment of all escrow fees, charges, and expenses of the escrow agent incident to this account.

Second: The escrow agent is authorized to expend from funds received any amounts due for Revenue Stamps on deeds at the time the deed is delivered.

Third: The balance is to be remitted to Bob Shumway at the following address: Box 398, Moab, Utah, or any other address subsequently furnished by the above named party entitled to receive funds collected on this escrow.

The words "Grantor" and "Grantee," and the language of this instrument, where there is more than one grantor or grantee, shall be construed as plural and be binding equally on all such grantors and/or grantees, and in cases where one or more are females, the masculine shall include the feminine. The word "undersigned" as hereinbefore used, refers to the grantors and/or grantees, and not to you.

IN WITNESS WHEREOF, the parties have executed this instrument, in triplicate, this 4th day of December, 1970, at Moab, Utah.

By Frederick G. Stoye, Attorney-in-Fact, and Wilene Shumway

Power of Attorney recorded in Book 185 of the Grand County Recorder's Office, dated December 1, 1970.

Page 254, Grand County Recorder's Office, dated December 1, 1970.

GRANTEES

STATE OF S. Utah

County of GRAND

On this 4th day of December, 1970, before me, the undersigned,

a Notary Public in and for said state, personally appeared Bob Shumway and Wilene Shumway and wife and Frederick G. Stoye, Attorney-in-Fact for Selva E. McGinty

known to me to be the person (s) whose name (s) appears subscribed to the foregoing instrument, and acknowledged to me that (t) he (y) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first in this certificate written.

Notary Public for

Residing at Moab, Utah

The undersigned bank hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Dated at Moab, Utah, this 4th day of December, 1970.

ADDENDUM E

**UNIFORM REAL ESTATE CONTRACT
dated December 4, 1970
Plaintiff's Exhibit 2**

UNIFORM REAL ESTATE CONTRACT

PLAINTIFF'S EXHIBIT #2 91-145

1. THIS AGREEMENT, made in duplicate this 4th day of December, A. D., 19 70, by and between BOB SHUMWAY and WILENE SHUMWAY, husband and wife hereinafter designated as the Seller, and SELVA E. MCGINTY hereinafter designated as the Buyer, of _____

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of Grand, State of Utah, to-wit: Castle Valley, Utah

More particularly described as follows: Northeast Quarter of the Northeast Quarter of Section 7, Township 25 South, Range 23 East, Salt Lake Meridian; Also: Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 25 South, Range 23 East, Salt Lake Meridian, running thence West 938 feet; thence South 33°33' East 387 feet; thence South 26°23' West 140 feet; thence North 74°57' West 175 feet; thence South 12°09' East 80 feet; thence South 50°10' East 219 feet; thence South 81°20' East 188 feet; thence South 36°30' East 276 feet; thence South 6°15' East 437 feet; thence South 62°00' East 34 feet; thence East to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 7; thence North to po. b. SUBJECT to a prior reservation of all oil, gas and minerals.

Beginning at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 6, Township 25 South, Range 23 East, SLM, running thence South 20°32' East 1010 feet; thence South 44°35' East 55 feet; thence East 412.5 feet; thence South 280.5 feet; *****

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of Eighty Thousand and No/100----- Dollars (\$ 80,000.00)

payable at the office of Seller, his assigns or order In Moab, Utah strictly within the following times, to-wit: Ten Thousand and No/100 Dollars (\$10,000.00)

cash, the receipt of which is hereby acknowledged, and the balance of \$ 70,000.00 shall be paid as follows: \$20,300.00 on or before June 1, 1971, and the balance of \$49,700, payable as follows: \$440.34 on or before July 1, 1971, and \$440.34 on or before the 1st day of each and every month thereafter until principal, with interest is paid in full.

Possession of said premises shall be delivered to buyer on the 6th day of December, 19 70.

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from June 1, 1971 on all unpaid portions of the purchase price at the rate of six and three-fourths per cent (6.75%) per annum. The Buyer, at his option at anytime, may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of Moab National Bank with an unpaid balance of \$52,03.53, as of December 30, 1970 (Pri. 4900.00, Int. 303.53)

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property, except the following _____

8. The Seller is given the option to secure the unpaid balance by said property of not to exceed the then unpaid contract balance hereunder, bearing interest at the rate of six and three-fourths percent (6-3/4%) per annum and payable in regular payments required to be made by Seller on the basis of the Buyer under this contract. Where the Seller has any other loans and mortgages the Seller agrees to be subject to said loans and mortgages. That the aggregate monthly installment each installment payment required to be reduced to the amount of any such title to the above described property

9. If the Buyer desires to exercise his right to prepay the balance of this agreement to pay off any obligations outstanding at date of this agreement, he shall be relieved of the Buyer's obligation to assume and pay any penalty which may be required by the Seller in respect to obligations against said property incurred prior to this agreement, shall be paid by seller unless said obligations are assumed and approved by _____

10. The Buyer agrees upon request of the Seller to apply to a reliable lender for a loan of such amount as can be secured under the terms of this agreement, and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other half. It is understood however that the monthly payments and interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following: _____

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

*****thence East 841.5 feet to the SE Corner of Southwest Quarter of Southeast Quarter of said Section 6; thence North to the NE corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence West to po. b. EXCEPTING therefrom an undivided 3/4 interest in all oil, gas & minerals, all parcels subject to all easements and rights of way, however evidenced and all outstanding

Pl - v - m - a - b - a - t - .

SW 5. and 1

350

12. The Buyer agrees to pay the general taxes after January 1, 1971

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ 20,000.00 and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{4}$ of one percent per month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within thirty (30) days thereafter, the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default): or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of

Bob Spumway
Seller

John P. M. Gentry
Buyer

Approved Form: Utah State Securities Commission
and Utah State Realty Association.
BLANK NO. 106- © GEM PTC CO -

STATE OF UTAH
COUNTY OF Shade
66
Theroby certify that this is a true and
correct copy of the original instrument
Notary Robert J. Gentry
My commission expires 11/1/73

ADDENDUM F

**WARRANTY DEEDS FROM WILENE SHUMWAY AND
FROM BOB SHUMWAY TO SELVA E. MCGINTY
dated December 4, 1970
Plaintiff's Exhibit 1**

Recorded at Request of _____

at 11:07 AM Fee Paid \$ 5.00 Lilly Mae Newlander 9-29-83
Recorder

by _____ Dep. Book 353 Page 499 Ref.: 401898

Mail tax notice to _____ Address _____

WARRANTY DEED

-----WILENE SHUMWAY, a woman in her own right-----

of Moab, County of Grand, State of Utah, hereby
CONVEYS and WARRANTS to

-----SELVA E. McGINTY-----

of _____ grantee
for the sum of
DOLLARS.

--Ten and other good, valuable and sufficient-----

the following described tract of land in Grand County,
State of Utah:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 6, Township 25 South, Range 23 East, Salt Lake Meridian; running thence South 2°32' East 1010 feet; thence South 44°35' East 55 feet; thence East 412.5 feet; thence South 280.5 feet; thence East 841.5 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence North to the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence West to the point of beginning.

SUBJECT to a prior reservation of an undivided 3/4th interest in all oil, gas, and minerals.

SUBJECT to all easements and rights of way, now or hereafter evidenced.

SUBJECT to all existing and outstanding mineral leases of record

TOGETHER with all water and water rights, now or hereafter evidenced

WITNESS, the hand of said grantor, this 4th day of
December, A. D. 19 70

Signed in the Presence of

STATE OF UTAH,

County of GRAND

On the 4th day of December, A. D. 19 70
personally appeared before me

--Wilene Shumway-- and her husband, Bob Shumway
the signers of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public.

My commission expires

Residing in Moab, Utah

Recorded at Request of _____
at 1107 M Fee Paid \$ 5.00 Lilly Mae Handlander 9-29-83
by _____ Dep. Book 353 Page 498 Ref. 401897
Mail tax notice to Full 224 Address 1111 B, T. - 2 - 32

WARRANTY DEED

-----BOB SHUMWAY and WILENE SHUMWAY, husband and wife-----
of Moab, County of Grand, State of Utah, hereby
CONVEY and WARRANT to _____ grantors

-----SELVA E. McGINTY-----

of -----Ten and other good, valuable and sufficient-----
grantee
for the sum of
DOLLARS.

the following described tracts of land in Grand County,
State of Utah:

The Northeast Quarter of the Northeast Quarter of Section 7,
Township 25 South, Range 23 East, Salt Lake Meridian.

Beginning at the Northeast Corner of the Northwest Quarter of
the Northeast Quarter of Section 7, Township 25 South, Range
23 East, Salt Lake Meridian; running thence West 938 feet;
thence South 33°33' East 387 feet; thence South 26°23' West 140
feet; thence North 74°57' West 175 feet; thence South 12°09' East
80 feet; thence South 50°10' East 219 feet; thence South 81°20' East
138 feet; thence South 36°30' East 276 feet; thence South 60°15' East 437
feet; thence South 62°00' East 34 feet; thence East to the Southeast
corner of the Northwest Quarter of the Northeast Quarter of said
Section 7; thence North to point of beginning.

SUBJECT to a prior reservation of all oil, gas and minerals.

SUBJECT to all easements and rights of way however evidenced

SUBJECT to all existing and outstanding mineral leases of record

TOGETHER with all water and water rights however evidenced.

WITNESS, the hands of said grantors, this 4th day of
December, A. D. 19 70

Signed in the Presence of

STATE OF UTAH.

County of GRAND

On the 4th day of December, A. D. 19 70
personally appeared before me

---Bob Shumway and Wilene Shumway, husband and wife---
the signers of the within instrument, who duly acknowledged to me that they executed the
same.

Notary Public.

My commission expires July 7, 1977 Residing in Moab, Utah 84532

Moab, Utah, Sept 29, 1983

==

divided of 1/2 m² D² m²

9-29-83

in Moab, Utah, State of DOLLARS

01897

Proceeding to be filed from Recorder

01897

9-29-83 Filly Mae Nordlander
County Recorder

-----BOB SHUMWAY and WILENE SHUMWAY, husband and wife-----
of Moab, County of Grand, State of Utah, hereby
CONVEY and WARRANT to

-----SELVA E. MCGINTY-----

of -----
-----Ten and other good, valuable and sufficient-----
grantee
for the sum of
DOLLARS.

the following described tracts of land in Grand County,
State of Utah:

The Northeast Quarter of the Northeast Quarter of Section 7,
Township 25 South, Range 23 East, Salt Lake Meridian.

Beginning at the Northeast Corner of the Northwest Quarter of
the Northeast Quarter of Section 7, Township 25 South, Range
23 East, Salt Lake Meridian; running thence West 938 feet;
thence South 33°33' East 387 feet; thence South 26°23' West 140
feet; thence North 74°57' West 175 feet; thence South 12°09' East
80 feet; thence South 50°10' East 219 feet; thence South 81°20' East
188 feet; thence South 36°30' East 276 feet; thence South 60°15' East 437
feet; thence South 62°00' East 34 feet; thence East to the Southeast
corner of the Northwest Quarter of the Northeast Quarter of said
Section 7; thence North to point of beginning.

SUBJECT to a prior reservation of all oil, gas and minerals.

SUBJECT to all easements and rights of way now or hereafter evidenced

SUBJECT to all existing and outstanding mineral leases of record

TOGETHER with all water and water rights now or hereafter evidenced.

WITNESS, the hands of said grantors, this 4th day of
December, A. D. 19 70

Signed in the Presence of

STATE OF UTAH.

County of GRAND

On the 4th day of December, A. D. 19 70
personally appeared before me

---Bob Shumway and Wilene Shumway, husband and wife---
the signers of the within instrument, who duly acknowledged to me that they executed the
same.

Notary Public.

My commission expires July 7, 1977 Residing in Moab, Utah 84532
My commission expires

ADDENDUM G

**ACCOUNT LEDGER
dated October 17 and November 1, 1970
Defendant's Exhibit 9**

1 MAR	MOAB REALTY	5000			6058
16 MAR	MOAB REALTY	10000			1058
	17 MAR FROM VEGAS	—	10000		58
	Insurance	43.00			1005
	Car	2			
	JACK KEIGHT	15			1000
	HANK RUGGARI	50			950
9 MAR	11 MAR " " Gene	25			925
	San				
	San for Ranch				
	Oct 17 Lees		4000		
	NOV 1		3000		5205 -
	as of 15 November				4205
	20 mil		1200		3000
	20 mil		700		(6905)
	from Lee		1200		
					6905 -
	Burger Rent		3710 -		
	Balance check				10215 69
4 DEC	6X FOR CV Ranch	6000 -			4155 69
					JO



ADDENDUM H

**RECEIPT OF ESCROW PAYMENT
dated May 28, 1971
Plaintiff's Exhibit 1**

PLAINTIFF'S
EXHIBIT
#1
71-145

CREDIT

Escrow Payment

DATE *5-28-71*

LOANS AND DISCOUNTS		V	NOTE NO	PAYMENT	TOTALS
MAKER	<i>Selva E. McHenry</i>			<i>20,300.00</i>	
ENDORSER	<i>Paul T. Bob. Shumway</i>				<i>20,300.00</i>
INTEREST					
FROM	<i>Escrow Balance</i>	TO	<i>70,000.00</i>		
FROM	<i>Payment</i>	TO	<i>20,300.00</i>		
FROM	<i>Balance due</i>	TO	<i>49,700.00</i>		
RECEIVED BY	<i>JAN</i>				
TOTAL RECEIVED				<i>20,300.00</i>	

21-140 SERVICE ALABAMA, INC. FORM LD-1 Rev

Received by

20

NOT NEGOTIABLE
DUPLICATE DEPOSIT TICKET

Total \$ *10,000.00*

90M
70,000

Selva McHenry
10000

CURRENCY
SILVER
CHECKS AS FOLLOWS

DOLLARS
CENTS

May 28, 1971

Selva E. McHenry on Fed. Reserve

MOAB NATIONAL BANK
YOUR STATE

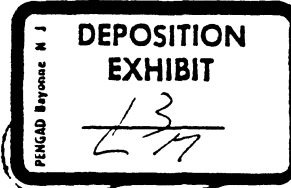
OFFICE NO. 1111

ADDENDUM I

**MISCELLANEOUS CHECKS FROM DEFENDANT
dated June 8, 1971 and March 24, 1972,
Defendant's Exhibits 28 and 32**

84-
D-32

LEE NASH
1139 CUESTA DRIVE
MOUNTAIN VIEW, CALIF.



NUMBER 526

90-1811
1211

324 19 72

PAY TO THE
ORDER OF

Cash

\$ 1,500.25

One Thousand Five Hundred

25

DOLLARS

BLOSSOM VALLEY OFFICE
1798 Miramonte Avenue • Mountain View, California

**CROCKER-CITIZENS
NATIONAL BANK**

Lee Nash

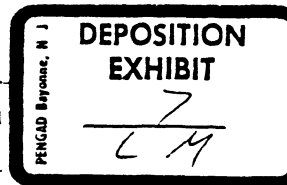
⑆1211⑆1811⑆

0690 06817⑈

Richard D. Haskins

9000150025⑈

LEE NASH
1139 CUESTA DRIVE
MOUNTAIN VIEW, CALI



NUMBER 255

90-1811
1211

8 June 19 71

PAY TO THE
ORDER OF

Melba E. Mc Ginty as Trustee

\$1,800.00

One Thousand Eight Hundred

DOLLARS

BLOSSOM VALLEY OFFICE
1798 Miramonte Avenue • Mountain View, California

**CROCKER-CITIZENS
NATIONAL BANK**

Lee Nash

⑆1211⑆1811⑆

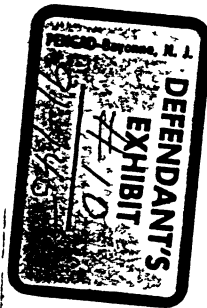
0690 06817⑈

⑆0000180000⑆

7-28

ADDENDUM J

**CHECK FOR \$7,000 FROM CROCKER NATIONAL BANK
dated December 31, 1973
Defendant's Exhibit 10**



X

X

MOSSOM VALLEY OFFICE
PAY ANY BANK, P.E.O.
CROCKER-CITIZENS
NATIONAL BANK
WOODBURN, OREGON
98-1811

EC 31 73 069 7710

X

X

DEPOSITION
EXHIBIT
5-2-73
PENGAD-Bayonne, N. J.

ACCOUNT

231 Dec 73

DATE 31 December 1973

* Blissom Valley Office OFFICE
*PLEASE INDICATE THE OFFICE WHERE YOUR ACCOUNT IS LOCATED

90-1811

CROCKER-CITIZENS NATIONAL BANK

TO THE
ORDER OF

Crocker Bank

\$ 7,000.00

James Thibault and 1975

DOLLARS

ACCOUNT
NUMBER

0690 06817

SIGNATURE

Lee Nash

⑈ 069 006817 ⑈

⑈0000700000⑈

ADDENDUM K

DISBURSEMENT OF FUNDS FROM SALE OF MILLER PROPERTY
Plaintiff's Exhibit 3

MCGINTY V. MCGINTY

PROCEEDS FROM SALE OF MILLER LAND

\$7000 Borrowed from Lee
 (See Agreement attached)



\$9,965.30 Received from sale of Property

- A. See Lee's Accounting dated August 10, 1992 attached.
- B. See deposit slip of September 3, 1976 for \$9985.01 to parties joint account #9164 attached.

Note: See check number 524 from parties joint account 9164 to, show parties joint account with checks printed with Lee's name only (attached)

EGERTON D LAKIN (1886-1968)
ANDREW M SPEARS
CONRAD F GULLIXSON
GEORGE H NORTON
THOMAS D REESE
GORDON G FINWALL
FRANK A SMALL
RICHARD POSILIPPO
THOMAS J CAHILL
JAMES W BLACKMAN
KATHRYN L WILSON

LAKIN • SPEARS

285 HAMILTON AVENUE POST OFFICE BOX 240
TELEPHONE (415) 328-7000 TELEX 348395

PALO ALTO CALIFORNIA 94301
CABLE ADDRESS LAKINSPEAR

Attorneys at Law

April 10, 1974

Miss Lee Nash
c/o Aramco
P.O. Box 2302
Dhahran, Saudi Arabia

Dear Lee:

Barbara brought me a signed copy of the agreement of October 13, 1973, with Stoye and McGinty purporting to transfer a 61% interest in Mr. McGinty's 44% said interest in the Moab, Utah, property.

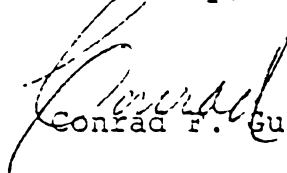
If this agreement is to give notice to any subsequent purchasers of the property, it should be recorded in Grand County, Utah, so that it would give that notice. Otherwise, any purchaser from Messrs. Stoye and McGinty and the other owners, could take a good title free and clear of any claims from you.

I also recommend that Mr. Frederick G. Stoye, who appears to have title to the property, acknowledge Mr. McGinty's 44% interest and acknowledge the transfer to you of 61% of that interest. This would assure that your security interests would survive his death or incapacity and would be binding upon the executor of his estate or his guardian or conservator.

If this sounds complicated, it isn't meant to be, but real estate transactions, particularly those that are intended to be security agreements, get rather complicated.

If I can follow up for you to see that any of these things are done, please let me know.

Sincerely,


Conrad F. Gullixson

CFG:kj

cc: Barbara Narewski

two

FAX(801) 637-7811

10 August 1992

September 1976 and Social Security payments which commenced at age 1985, I also had transferred from out-of-state savings and check-approximately \$30,000 assets (CitiBank, New York; Chase Manhattan, NY; Cer Anglo Bank, Mountain View, CA) after my retirement in the job at to residency, Castle Valley - Moab, UT, end June 1976.

/72 Frank Michael (or Michael) Frank Brown and Deborah Brown \$2000.
 and
 Ted and Martha Terry \$2000.
 5/72 see Escrow for land purchased named 13.5 acres south,
 SEWK7 contiguous to Shumway land purchased 1970 \$6000
 w/payments monthly to each of \$50.45, or \$100.90 monthly outlay
 until fulfilled see FWNB records
 ec 73 SEE LOAN AGREEMENT MEMO by Lee Nash to Selva E. McGinty \$7000.
 75 Lee wrote personal checks for items to ranch house(#181)
 75 MILLER LAND SOLD(Yellow Front)\$12,320. MY 44% of my \$9,965.30
 2/76 repaid personal loan to "Red" Haych Caudill 61% of my deposited into per-
 chk #148 44% joining acct \$5,000.
 /76 Lee transferred balance left in CA Crocker Anglo Acct
 to FWNB, Moab UT Blossom Valley Branch 298.02
 2/76 Refund chk deposited in acct Bennett Bros 51.12
 /77 Transferred from Ranch to Pers Acct(pd chk #281 to SEM) 3,000. 7
 pt 77 Lee transfer from NY Citibank (?to begin TCD's or
 MM savings?) FWNB \$18,604.21
 /77 Bought MKLY Chk #152 LER MONEY, 6,500
 /77 MetLife Annuity w/interest) 1536.60 deposited
 77 refund for claim-shpmt pers effects) 1065.55 "
 77 MetLife Ins. dividend & interest) 230.97 "
 /77 Med. Ins. repayment) 298.24 "
 " ARAMCO refund for pymt to H&S) 300.00 "
 " Jeff Std Life Ins. Dividend) 33.76 "
 77 Interest rec'd TCD1704 } 101.97 "
 TCD1703 } 1957.52 "
 all from LEE

to emphasize all monies went into joint/mutual/personal account of Lee & interests, dividends, refunds, rebates, sales

Ranch account was reinforced by sales of hay or other sales, as in old fixe ts AND constantly kept an open working account by transfers of personal es from above joint/mutual/personal account. Lee and SEM each had a set heck numbers for the personal account, but used one principal sum.

accounts were in names of Selva E. or Lee N. with signature authority.

FIRST WESTERN NATIONAL BANK

By SELVA E MEGHLY
LEE NASH MEGHLY

ACCOUNT
NUMBER

PERSONAL POINT

7/1/51

196

[illegible]

CURRENCY	DOLLARS	CENTS
SILVER 97-185 CHECKS AS FOLLOWS #5 SET WESTERN NATIONAL BANK TELLER No. 106 SEP 19 1965 WESTERN NATIONAL BANK	1971 796530	
Total \$	77850	

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

NOT NEGOTIABLE
ORIGINAL DEPOSIT TICKET

20

Received by _____

JOHN D. MCGINTY
LEE NASH MCGINTY
BOX 224
MOAB

29 14
UT 84532

STATEMENT DATE
JANUARY 31, 1992
PAGE 1
442-18-8328

20

CLOSING STATEMENT

* * * * *
* YOU CAN STILL MAKE TAX DEFERRED DEPOSITS *
* FOR 1991 UNTIL APRIL 15, 1992 *
* ASK ABOUT OUR INDIVIDUAL RETIREMENT *
* ACCOUNT (IRA) TODAY !!!!! *
* * * * *

REGULAR CHECKING BALANCE LAST STMT 12/31/91 \$1,525.64
CHECKING ACCOUNT NUMBER 916401 CHECKS AND DEBITS 13 3,525.64
CYCLE 30-00 DEPOSITS AND CREDITS 1 2,000.00
NUMBER OF ITEMS ENCLOSED 14 SERVICE CHARGE .00
S/C CALC. ON \$1,220 INTEREST PAID .00
S/C CREDIT CALC. ON \$0 CURRENT BALANCE 1/30/92 \$.00

CHECK#	AMOUNT	DATE	DESCRIPTION	AMOUNT	BALANCE
3606	11.84	1/02/92	CHECK	10.32	1,515.32
3607	10.32	1/02/92	CHECK	11.84	1,503.48
3608	49.01	1/02/92	CHECK	49.01	1,454.47
3609	18.00	1/06/92	CHECK	7.97	1,446.50
3610	7.97	1/06/92	CHECK	18.00	1,428.50
3611	26.15	1/07/92	DEPOSIT	2,000.00	3,428.50
3612	10.00	1/07/92	CHECK	10.00	3,418.50
3613	15.30	1/07/92	CHECK	14.50	3,404.00
3614	14.50	1/09/92	CHECK	8.92	3,395.08
3615	22.63	1/09/92	CHECK	15.30	3,379.78
3616	39.95	1/09/92	CHECK	26.15	3,353.63
3617	8.92	1/09/92	CHECK	3,291.05	62.58
3618	3,291.05	1/13/92	CHECK	22.63	39.95
		1/13/92	CHECK	39.95	.00

LMB

LEE NASH MCGINTY
CASTLE VALLEY

524

P. O. BOX 224 84532
MOAB, UTAH 84532

Pay to the Order of *Walter D. King* *2 September 1976* *97-185*
1243
24-02
Dollars
FIRST WESTERN NATIONAL BANK
PO BOX 249 MOAB UTAH 84532

memo *Nash*

Lee Nash McGinty

01:1243001851 1 9164 06

Agreement made this 1st day of March 1963 between Elva E. McGinty hereinafter referred to as Lender and Borrower hereinafter referred to as Lender.

In consideration of the sum of \$7,000.00 lent to Borrower by Lender and other good and valuable consideration, the parties hereto agree as follows:

WHEREAS, Borrower owns 44% of a parcel of land located in Moab, Grand County, State of Utah, more particularly described as follows:

The N 64.85' of Lot 14, Blk S Plat C, Mtv. Sub.; Lot 13, Blk S, Plat C Mtv. Sub.; East 70' of Lot 12, Blk S, Plat C, Mtv. Sub.

Said land being in the record name of Frederick G. Stoye; Borrower's 44% interest evidenced by an Agreement between Borrower and Frederick G. Stoye executed March 12, 1963, signed copies of which are in the personal files of Borrower and of Mr. Frederick G. Stoye;

WHEREAS, Borrower is desirous of giving to Lender adequate security for the \$7,000.00 sum of money aforementioned, lent to Borrower,

Borrower does hereby convey to Lender 61% of Borrower's 44% interest in the above described property.

In the event this property is sold and Lender realizes more than \$7,000.00 for her share thereof, Borrower and Lender hereby Agree that Lender shall keep said excess of \$7,000.00 as her own; in the event said property is sold and Lender realizes less than \$7,000.00 for her share of the proceeds of said sale, Borrower hereby personally warrants and covenants that he will personally pay to Lender the difference between the sum received by Lender and the \$7,000.00 figure.

IN WITNESS WHEREOF, we have hereunto affixed our hands
and seals this 13th day of December, A.D., 1973.

Signed and subscribed before me this 13th day of December,
A.D., 1973.
Selva E. Ginty
Selva E. Ginty - Borrower
[Signature]
Notary

Commission expires: 1-22-74

[Signature]
Lee Nash - Lender
Signed and subscribed before me this 13 day of December,
A.D., 1973.
[Signature]
Notary

Commission expires: 1-22-74

ADDENDUM L

**MISCELLANEOUS CHECKS
BETWEEN DECEMBER 13, 1973 AND DECEMBER 15, 1975
Defendant's Exhibit 12**

#100

BLOSSOM VALLEY OFFICE
CROCKER NATIONAL BANK

PAY TO THE
ORDER OF

MOUNTAIN VIEW, CALIFORNIA 94040

LEE NASH

225

PRESERVE OUR NATIONAL MIDLIFE

LEE NASH
1139 CUESTA DRIVE
MOUNTAIN VIEW, CALIFORNIA 94040

PAY TO THE
ORDER OF



CROCKER NATIONAL BANK

BLOSSOM VALLEY OFFICE
1798 MIRAMONTE AVENUE MOUNTAIN VIEW CALIFORNIA 94040

MEMO *Alc. 10/1/75*

⑆ 1 2 1 1 1 8 1 1 ⑆ 0690 068 1 7 ⑆

⑆0000050000⑆
BALD EAGLE

226

90-1811
1211

15 May 1975

\$500.00

DOLLARS

Lee Nash

LEE NASH

1139 CUESTA DRIVE
MOUNTAIN VIEW, CALIFORNIA 94040

PAY TO THE
ORDER OF



CROCKER NATIONAL BANK

BLOSSOM VALLEY OFFICE
1798 MIRAMONTE AVENUE MOUNTAIN VIEW CALIFORNIA 94040

MEMO *Lee Nash*

⑆ 1 2 1 1 1 8 1 1 ⑆ 0690 068 1 7 ⑆

⑆0000015597⑆
BALD EAGLE

181

90-1811
1211

13 December 1973

\$155.97

DOLLARS

Lee Nash

LEE NASH

1139 CUESTA DRIVE
MOUNTAIN VIEW, CALIFORNIA 94040

PAY TO THE
ORDER OF



CROCKER NATIONAL BANK

BLOSSOM VALLEY OFFICE
1798 MIRAMONTE AVENUE, MOUNTAIN VIEW CALIFORNIA 94040

MEMO *Lee Nash*

⑆ 1 2 1 1 1 8 1 1 ⑆ 0690 068 1 7 ⑆

⑆0000020000⑆

255

90-1811
1211

15 December 1975

\$200.00

DOLLARS

Lee Nash

ADDENDUM M

**GRANT DEED DATED JUNE 11, 1976 WITH LEE NASH AS GRANTOR
Defendant's Exhibit 17**

AUG 17-76 2998 .00

5382998 C 220 PAGE 310

RECORDING REQUESTED BY
LAKIN SPEARS

FILED FOR RECORD
AT REQUEST OF

Lakin - Spears
AUG 17 10 43 AM '76

AND WHEN RECORDED MAIL TO

NAME *Wiz* Miss Barbara Narewski
ADDRESS 1139 Cuesta Drive
CITY & STATE Mountain View, Calif.

OFFICIAL RECORDS
SANTA CLARA COUNTY
CLERK OF THE COUNTY
PARA 1000000

Title Order No. _____ Escrow No. _____

C 220 PAGE 310

MAIL TAX STATEMENTS TO

NAME Miss Barbara Narewski
ADDRESS 1139 Cuesta Drive
CITY & STATE Mountain View, Calif.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$ None. Gift Deed.
☐ Computed on full value of property conveyed, or
☐ Computed on full value less here and encumbrances
remaining thereon at time of sale

Conrad F. Gullikson
Signature of declarant or agent duly signing tax form

GIFT
Individual Grant Deed
WESTERN TITLE FORM NO. 104

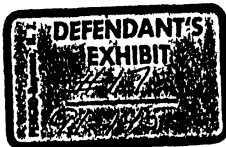
FOR VALUE RECEIVED, LEE NASH, a single woman, Grantor

GRANT to BARBARA S. NAREWSKI, a single woman, an undivided one-quarter interest, and to PAUL M. NAREWSKI, a single man, an undivided one-quarter interest all that real property situate in the City of Mountain View,

County of Santa Clara, State of California, described as follows.

Grantor's undivided one-half interest in

All of Lot 5 in Block 12, as shown on that certain Map entitled, "Tract No. 1488 Blossom Valley Estates Unit No. 6", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 14, 1956 in Book 59 of Maps, at page 2.



Dated June 11th 1976

Lee Nash
Lee Nash

STATE OF CALIFORNIA

County of SANTA CLARA
On June 11th 1976 before me, the undersigned

a Notary Public, in and for said State, personally appeared

LEE NASH

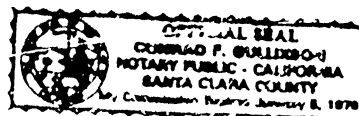
known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that

she executed the same

Conrad F. Gullikson
Notary Public

FOR NOTARY SEAL OR STAMP



ADDENDUM N

**DEPOSIT SLIP FOR \$500
dated September 6, 1977
Defendant's Exhibit 24**

DEPOSITED WITH

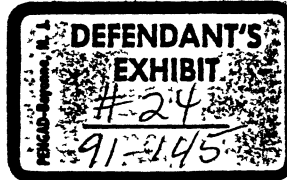
FIRST WESTERN NATIONAL BANK

By Lee Nash/McBinty

ACCOUNT
NUMBER

9164

Sept 6 1977



accepted in exchange for its and conditions. This Bank
will not be responsible for loss or damage to any item deposited here
except of proceeds of final payment in cash or to rent
may reward items to correspondents and shall not be
responsible with due care for loss in transit and each
item will be receipted. Items and their proceeds may be paid
upon presentation of a check and by this Bank in any
bank or at any place or procedure that a Federal
Reserve Bank or any other lawful means. This Bank may re-
ceive next to owing the day of receipt any item drawn on
this Bank or otherwise not good or payable. All items
deposited shall be accepted received the next business day.

CHECK SEPARATELY

CURRENCY	DOLLARS	CENTS
SILVER		
CHECKS AS FOLLOWS		
From Citibank N.Y. + Savings Plan	1,104	21
Miss W. Ranch Account	500	00
Capt. CTD + Mrs. Barker, ROCK		
Total \$	604	21

SEE THAT ALL CHECKS AND DRAFTS ARE ENDORSED

2

NOT NEGOTIABLE
ORIGINAL DEPOSIT TICKET

Received by Lee Nash

ADDENDUM O

**CHECK AND RECEIPT FOR \$13,638.47 PAYING OFF THE RANCH PROPERTY
Defendant's Exhibit 38**

SELVA E. MC GINTY
RANCH ACCOUNT

1437

P.O. BOX 224, 259-7714
MOAB, UTAH 84532

23 September 1983

97-185/1243

Pay to the
order of

First Western National Bank \$13,638.47
Thirteen thousand six hundred thirty-eight and 47/100 Dollars

SEP 23 1983
FIRST WESTERN
NATIONAL BANK
PO BOX 249 MOAB, UTAH 84532

Moab

⑆123018501-0009191⑈

Selva E. McGinty
33 ⑈0001363847⑈

DELUXE IN Principle \$13,583.21 Int. \$55.26

Escrow

To: Bob & Wilene Shumway

September 23, 19 83

We have collected for your account and placed
to your credit the following:

Paid by Selva E. McGinty

XX Interest on Contract or Note 9/1-9/23/83

XX Payment on Contract or Note

New

Principal Balance Interest \$ 55.26

\$ -0- Pd. on Princ. \$ 13,583.21

Other Chg. \$

\$ 13,638.47

Less Charges \$ 1.00

Other Chg. \$

We Credit \$ 13,637.47

First Western National Bank

By



ADDENDUM P

**COVER SHEET FROM PLAINTIFF'S EXHIBIT 6 SUMMARIZING
REAL ESTATE CONTRACT SELLING RANCH TO DORR HATCH**

McGINTY v. McGINTY

SALE OF RANCH

Date of Sale: November 19, 1992

Buyer: Dorr Hatch

Recorded: 11/23/92

Purchase Price: \$425,000.00

Terms of Payment: *\$ 25,000.00 down

\$ 75,000.00 on or before May 15, 1993

\$325,000.00 per Trust Deed Note

Trust Deed Note: \$325,000.00

10% interest

\$4,294.65 - monthly payments

Payable on or before the 10th day of each month.

Payments to begin on 2/10/93

(may make payments in excess of monthly amount unless stated as prepayment of future installments).



*Deposited in First Security Bank in Moab
Acct. No. 045-10112-74

cdm\dsd\mcginty.mis